#### THE COUNTY OF GALVESTON



#### PROFESSIONAL SERVICES

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 8th, 2025

**RE:** Amendment #1 to Agreement with Aran-Franklin Engineering, Inc. for HMGP

Elevation Design

#### Background

This memorandum requests the Commissioners Court approval and execution of Amendment #1 to the Agreement for Engineering Services between Galveston County and Aran-Franklin Engineering, Inc., originally executed on September 30, 2024.

The original agreement requires amendment to incorporate all necessary federal provisions and certifications to ensure full compliance with the FEMA Hazard Mitigation Grant Program (HMGP), specifically under FEMA Disaster DR-4332-TX, Projects 25 and 239. The program is administered by the Texas Division of Emergency Management (TDEM) and is funded under the Hazard Mitigation Grant Program (Assistance Listing 97.039), authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Approval of this Amendment is critical to maintaining full eligibility and compliance with the federal funding requirements of 2 CFR Part 200 and the FEMA Hazard Mitigation Assistance Program and Policy Guide v2.1 (2025).

#### Summary

This Amendment formally incorporates all required federal and state compliance standards into the original Engineering Services Agreement to ensure full eligibility for the FEMA Hazard Mitigation Grant Program (HMGP) funding. Key requirements added include ten federal attachments covering Access to Records and Retention (7 years), Federal Contract Provisions, Equal Employment Opportunity, and prohibitions against Debarment/Suspension and the use of restricted telecommunications equipment. It also mandates adherence to federal cost principles, requires SAM.gov verification, ensures Domestic Preference for U.S. products, and includes necessary Texas Government Code certifications (e.g., non-boycott of Israel).



#### **Financial Summary**

The execution of Amendment No. 1 has no direct fiscal impact on the existing contract amount, as the amendment only incorporates necessary federal and state compliance requirements.

#### Recommendation

Professional Services recommends that the Court approve and authorize the County Judge to execute Amendment #1 to Agreement with Aran-Franklin Engineering, Inc. for HMGP Elevation Design.

#### **Documents for Wet Signature**

☑ Amendment #1 to Agreement with Aran-Franklin Engineering, Inc.

#### AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES

# Between Galveston County and Aran + Franklin Engineering, Inc. Original Execution 9/30/2024 Effective upon execution by both Parties

#### Purpose

This Amendment incorporates required federal provisions and certifications to ensure full compliance with the FEMA Hazard Mitigation Grant Program (HMGP) under FEMA Disaster DR-4332-TX, Projects 25 and 239, administered by the Texas Division of Emergency Management (TDEM).

Funding for this Agreement is provided under the Hazard Mitigation Grant Program (Assistance Listing 97.039), authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

All work performed under this Agreement shall comply with 2 CFR Part 200, the FEMA Hazard Mitigation Assistance Program and Policy Guide v2.1 (2025), and all applicable federal, state, and local requirements.

#### 1. Incorporation of Federal Provisions

The Parties agree that the Agreement is federally funded under the Hazard Mitigation Grant Program (CFDA 97.039). Accordingly, the following **Attachments** are hereby incorporated:

- Attachment A Access to Records and Retention Clause (2 CFR 200.337)
- Attachment B Federal Contract Provisions per 2 CFR Part 200, Appendix II
- Attachment C Certification Regarding Debarment and Suspension (2 CFR 200.214)
- Attachment D Certification Regarding Lobbying (31 U.S.C. § 1352)
- Attachment E Prohibition on Contracts with Companies Boycotting Israel (§ 2271.002)
- Attachment F Prohibition on Contracts with Certain Companies (§2252 & §2274, Tex. Gov't Code)
- Attachment G SAM.gov Verification (2 CFR Part 25)
- Attachment H Prohibition on Certain Telecommunications and Video Surveillance Equipment (2 CFR § 200.216)
- Attachment I Conflict of Interest Questionnaire (Texas Local Government Code § 176.006)
- Attachment J Equal Employment Opportunity Clause (41 CFR 60-1.4(b))

#### 2. Cost Principles

All costs shall be allowable, allocable, and reasonable per 2 CFR §§ 200.403–405, and the Engineer shall maintain sufficient records to substantiate charges.

#### 3. Access to Records

Engineer shall permit the County, TDEM, FEMA, and the Comptroller General to access all pertinent records for inspection, audit, and duplication for a period of seven (7) years after final payment or project closeout, whichever is later.

#### 4. Domestic Preference

The Engineer shall comply with 2 CFR § 200.322 and ensure, to the maximum extent practicable, the use of U.S. produced iron, steel, manufactured products, and construction materials.

#### 5. Ownership of Documents

The Federal Government retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data produced under this contract for federal purposes.

#### 6. SAM.gov Verification

Engineer certifies it is actively registered in SAM.gov and not suspended or debarred from participation in federally assisted programs.

#### 7. Ratification

All other terms and conditions of the Agreement dated September 30, 2024, remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment effective on the date of last signature.

**Galveston County** 

Aran + Franklin Engineering, Inc.

Mark Henry

**County Judge** 

Chandra Franklin Womack, P.E.

CEO/President

Date Signed: December 8th, 2025

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Date Signed: 12/02/2025

Date Attested: December 8th, 2025

Dwight Sullivan, Galveston County Clerk

#### ATTACHMENT A — Access to Records and Retention

#### Access to Records

The Engineer shall provide the County, the Texas Division of Emergency Management (TDEM), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Retention of Records**

The Engineer agrees to retain all required records for seven (7) years after the date of final payment or project closeout, whichever is later. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

#### Attachment B — Required Federal Contract Provisions

(2 CFR Part 200, Appendix II)

FEMA Disaster DR-4332-TX | HMGP Projects 25 and 239

Assistance Listing 97.039 - Hazard Mitigation Grant Program

This Agreement is funded in whole or in part by the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (Assistance Listing 97.039), administered through the Texas Division of Emergency Management (TDEM) for Disaster DR-4332-TX, Projects 25 and 239.

The following provisions are incorporated and shall apply to this federally assisted contract, consistent with FEMA Contract Provisions Guide (FI-207-21-0001, effective Oct 1, 2024).

- 1. Equal Employment Opportunity (41 CFR § 60-1.4) The Engineer shall comply with Executive Order 11246, as amended, and 41 CFR 60-1.4(b). The complete clause is incorporated herein by reference as Attachment J Equal Employment Opportunity Clause and shall apply to any federally assisted construction contract or subcontract arising from this Agreement.
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145) The Engineer and subcontractors shall comply with the Act and 29 CFR Part 3.
- 3. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) Overtime work will be compensated at rates not less than one and one-half times the basic rate of pay.
- Clean Air Act and Federal Water Pollution Control Act The engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,
   U.S.C. § 7401 et seq.
- 5. **Debarment and Suspension (2 CFR § 200.214)** The Engineer certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.
- 6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 2 CFR § 200.450) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that no Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.

The Engineer further agrees to require the inclusion of this clause and certification in the award documents for all subcontracts, sub-awards, and purchase orders exceeding \$100,000 under this Agreement.

The complete clause and certification are incorporated herein by reference as Attachment D – Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352).

7. Procurement of Recovered Materials (2 CFR § 200.323) – The Engineer shall use recovered materials to the maximum extent practicable.

- 8. **Domestic Preference for Procurement (2 CFR § 200.322)** Preference shall be given, to the maximum extent practicable, for goods, products, or materials produced in the United States.
- 9. **Energy Efficiency (42 U.S.C. § 6201)** Compliance with mandatory energy-efficiency standards is required.
- 10. **Remedies / Termination (2 CFR § 200.340)** Contracts exceeding \$10,000 must include provisions for termination for cause and convenience.
- 11. **No Obligation by the Federal Government** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.
- 12. **DHS Seal, Logo, Flags** Aran + Franklin must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of any DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
- 13. **Program Fraud and False or Fraudulent Statements or Related Acts** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## ATTACHMENT C — Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214)

The undersigned certifies, by execution of this document, that:

- 1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal program.
- 2. The Engineer shall immediately provide written notice to the County if it or any subcontractor becomes debarred or suspended.

Aran + Franklin Engineering, Inc.

By:\_

Chandra Franklin Womack, P.E.

## ATTACHMENT D — Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352)

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Aran + Franklin Engineering, Inc.

Chandra Franklin Womack, P.E.

#### ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel

(Texas Gov't Code § 2271.002)

By signing below, the Engineer verifies that it:

- 1. Does not boycott Israel; and
- 2. Will not boycott Israel during the term of this Agreement.

Aran + Franklin Engineering, Inc.

By:\_

Chandra Franklin Womack, P.E.

### ATTACHMENT F — Prohibition on Contracts with Certain Companies

(Texas Gov't Code Chapters §2252 & 2274)

#### A. Prohibited Companies List - Chapter §2252

Engineer certifies it is not on a list maintained under Texas Gov't Code § 2252.152 or § 2270.0201 (companies engaged in business with Iran, Sudan, or foreign terrorist organizations).

#### B. Discrimination Against Firearm Entities - § 2274.002

Engineer verifies it does not and will not discriminate against a firearm entity or firearm trade association.

#### C. Energy Companies - § 2274.0022

Engineer verifies it does not boycott energy companies and will not during the term of the Agreement.

Aran + Franklin Engineering, Inc.

Chandra Franklin Womack, P.E.

#### Attachment G - SAM.gov Verification

#### Purpose:

To verify that the Engineer is actively registered in the System for Award Management (SAM.gov), in accordance with 2 CFR Part 25 and 2 CFR § 200.214.

#### **Engineer Requirements:**

The Engineer shall provide the following documentation to the County prior to or concurrent with the execution of this Amendment:

- 1. A current printout or PDF copy of the entity's SAM.gov registration page, showing:
  - o Entity Name: Aran Franklin Engineering, Inc.
  - Unique Entity ID (UEI):
  - o Active Registration Status: Active
  - Expiration Date:
  - CAGE Code:
- 2. The Engineer shall **maintain an active SAM.gov registration** throughout the term of this Agreement and any extensions.
- 3. Failure to maintain an active registration may result in suspension of payments and/or contract termination.

#### Certification:

By signing below, the Engineer certifies that it has provided a true and accurate copy of its current SAM.gov registration and will maintain an active registration throughout the Agreement term.

Aran + Franklin Engineering, Inc.

Chandra Franklin Womack, P.E.

# Attachment H – Prohibition on Certain Telecommunications and Video Surveillance Equipment (2 CFR § 200.216)

#### Purpose:

To ensure compliance with 2 CFR § 200.216 and Section 889 of the John S. McCain National Defense Authorization Act (NDAA) for FY 2019.

#### Requirements:

- 1. The Engineer shall **not use federal funds** provided under this Agreement to:
  - · Procure or obtain,
  - Extend or renew a contract to procure or obtain, or
  - Enter into or renew a contract that uses covered telecommunications equipment or services
    as a substantial or essential component of any system, or as critical technology as part of any
    system.
- 2. Covered telecommunications equipment and services include those produced or provided by the following entities (and their subsidiaries or affiliates):
  - Huawei Technologies Company
  - ZTE Corporation
  - Hytera Communications Corporation
  - Hangzhou Hikvision Digital Technology Company
  - Dahua Technology Company
- The Engineer certifies that it does not currently use and will not during the term of this
   Agreement use covered telecommunications or video-surveillance equipment, systems, or
   services in the performance of work under this contract.
- 4. The Engineer shall **immediately notify** the County in writing if it identifies covered telecommunications or video-surveillance equipment or services being used, or discovers that such use is planned.
- 5. Any violation of this requirement may result in **termination for cause** and potential **cost disallowance** under 2 CFR § 200.340.

#### Certification:

By signing below, the Engineer certifies compliance with this clause.

Aran + Franklin Engineering, Inc.

Chandra Franklin Womack, P.E.

CEO/President

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Attachment I – Conflict of Interest Questionnaire (Texas Local Government Code § 176.006)	)

### Attachment J — Equal Employment Opportunity Clause (41 CFR § 60-1.4(b); Executive Order 11246, as amended)

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Office of Federal Contract Compliance Programs (OFCCP) for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Incorporation by Reference

This clause is incorporated by reference into this Agreement and shall apply to any federally assisted construction contract or subcontract arising from this Agreement.

#### Certification:

By signing below, the Engineer certifies compliance with this clause.

Aran + Franklin Engineering, Inc.

by:\_<u>-</u>--

Chandra Franklin Womack, P.E.



### ARAN & FRANKLIN ENGINEERING INC

Unique Entity ID CAGE / NCAGE Purpose of Registration

FNCER2DHMJH3 7XVU4 All Awards

Registration Status Expiration Date

Active Registration Aug 11, 2026

Physical Address Mailing Address

8419 Emmett F Lowry Expressway

Texas City, Texas 77591-2249

8419 Emmett F Lowry Expressway

Texas City, Texas 77591-2249

United States United States

**Business Information** 

Doing Business as Division Name Division Number

 (blank)
 (blank)
 (blank)

 Congressional District
 State / Country of Incorporation
 URL

Texas 14 Texas / United States https://aranfranklin.com/

Registration Dates

Activation Date Submission Date Initial Registration Date

Aug 13, 2025 Aug 11, 2025 Sep 5, 2017

**Entity Dates** 

Entity Start Date Fiscal Year End Close Date

Dec 31, 1998 Dec 31

Immediate Owner

CAGE Legal Business Name

(blank) (blank)

**Highest Level Owner** 

CAGE Legal Business Name

(blank) (blank)

#### **Executive Compensation**

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

#### No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

#### Not Selected

#### **Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

#### No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

#### Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

#### **Not Selected**